

EXHIBIT H

**TERMS OF SALE FOR PUBLIC AUCTION OF
71% OF THE MEMBERSHIP INTERESTS IN
WATERVIEW ACQUISITION I, LLC**

The following are the Terms of Sale for the public auction, occurring on Thursday, July 1, 2021 at 10:00 a.m. Eastern Daylight Time (New York), of the following property:

all right, title and interest of Lizer Jozefovic (“Jozefovic”) in the membership interests of WATERVIEW ACQUISITION I, LLC (which person is believed to own 71% of the membership interests of WATERVIEW ACQUISITION I, LLC and which limited liability company in turn is believed to operate a 130-bed skilled nursing facility known as "Waterview Hills Rehabilitation and Nursing Center" located at 537 Route 22, Purdys, New York 10578), as such Collateral is described in that certain Collateral Assignment and Pledge of Membership Interest and Security Agreement, dated August 11, 2017, made by and between Lizer Jozefovic (“Jozefovic”) and Howard Fensterman, as nominee for White Plains Health Care Properties I, LLC (“Secured Party”), as such agreement may have been further amended or modified from time to time;

pursuant to the Notice of Secured Party Public Auction (the “Notice”), a copy of which is attached hereto as Exhibit A.

The public auction will take place on July 1, 2021 starting at 10:00 a.m. Eastern Daylight Time (New York) at the law offices of DelBello Donnellan Weingarten Wise & Wiederkehr, LLP, One North Lexington Avenue, White Plains, New York 10601, phone: 914-681-0200.

1. It is the understanding and belief of the Secured Party, but without any warranty or representation by the Secured Party as to accuracy or completeness, that the Collateral consists of 71% of all rights, title and interest of Jozefovic as a member in Waterview Acquisition I, LLC.
2. The Collateral will be sold subject to the security interest of Metropolitan Commercial Bank, 99 Park Avenue, 4th floor New York, NY 10016, which filed a UCC-1 financing statement on December 23, 2019 with respect to the Collateral.
3. The Collateral will be sold subject to all licensing and approval requirements of the New York State Department of Health.
4. Only the bids of “Qualified Bidders” will be considered by the Secured Party. All bids must be accompanied by evidence satisfactory to the Secured Party in its sole and absolute discretion of the proposed bidder’s ability to make payment of the balance of the purchase price.
5. Only “Qualified Bidders” and their duly appointed agents and representatives (whose names and contact information must be disclosed in writing prior to the time of the sale) may be present at the sale virtually or by phone.

To be a “Qualified Bidder,” prior to the sale, the proposed bidder must deposit at least ten (10%) percent of the amount of the bid in escrow with DelBello Donnellan, which deposit shall be returned to the proposed bidder only if the proposed bidder is not the successful bidder. For wire transfer instructions, contact Alfred Donnellan, Esq.,

DelBello Donnellan Weingarten Wise & Wiederkehr, LLP, One North Lexington Avenue, White Plains, New York 10601, phone: 914-681-0200, e-mail: aed@ddw-law.com.

6. The Collateral is an unregistered security under the Securities Act of 1933 (the “33 Act”). Because of this, and the fact that the Collateral is being sold as a single unit, to be a Qualified Bidder, the proposed bidder must, no later than the sale, provide to the Secured Party a letter (the “33 Act Letter”), in form and substance satisfactory to the Secured Party in its sole and absolute discretion, representing (i) that it is purchasing the Collateral for its own account and not with a view to distribution thereof; (ii) that the Collateral will not be resold or transferred or otherwise hypothecated by the proposed bidder without the prior registration in accordance with the 33 Act and applicable state blue sky laws or unless an exemption from such registration under the 33 Act or applicable state blue sky laws is available; (iii) that it possesses sufficient business experience to evaluate the risk of purchasing the Collateral; and (iv) that it has sufficient financial means to afford the risk of the investment. The Collateral will be appropriately conveyed pursuant to a Transfer Statement (described below), which will bear an appropriate legend to the effect that the Collateral may not be sold or transferred without registration under the 33 Act or the availability of a valid exemption from such registration.
7. The Collateral will be offered for sale as a single unit and not in parts or as separate units to the highest “Qualified Bidder.”
8. The Secured Party may modify the Terms of Sale and add additional terms by announcement made prior to or at the time of the public auction.
9. The Secured Party may reject any and all bids in its sole and absolute discretion and withdraw the Collateral from sale at any time and for any reason whatsoever.
10. The Secured Party may cancel the public auction or cause the sale to be adjourned from time to time, without prior written notice or further publication upon one day's written notice of by announcement prior to or at the time and place appointed for the public auction or at any adjournment thereof.
11. The Secured Party reserves the right to bid at the time and place of the public auction, to become the purchaser of the Collateral and to credit bid against the purchase price of the Collateral any and all indebtedness of Jozefovic to the Secured Party. In the event the Secured Party is the successful bidder, it shall not be required to deposit any cash prior to or at the time of the public auction and, to the extent its bid exceeds the amount of the indebtedness of Jozefovic to it, the excess of the amount bid over the amount of such indebtedness shall be due and payable within ten (10) days of the conclusion of the public auction.
12. Jozefovic’s right, title and interest in the Collateral will be conveyed by an appropriate transfer statement (the “Transfer Statement”), pursuant to §9-619(a) of Revised Article 9 of the Uniform Commercial Code, on an “as is, where is” basis and without representations or warranties of any kind or nature whatsoever, including, without limitation, any representation or warranty of merchantability or fitness, title, possession, quiet enjoyment, or the like. On information and belief, and without any representations or warranties of any kind or nature whatsoever, Jozefovic is a party to and subject to the terms and provisions of that certain Collateral Assignment and Pledge of Membership

Interest and Security Agreement, dated August 11, 2017, made by and between Lizer Jozefovic and Howard Fensterman, as nominee for White Plains Health Care Properties I, LLC, which is annexed hereto and made a part hereof. It shall be the sole responsibility of the successful bidder, and not that of the Secured Party, to obtain a new membership interest certificate evidencing the transfer of ownership of the Collateral to the purchaser.

13. The entire amount of the bid will be due and payable within ten (10) days of the conclusion of the public auction, failing which the Secured Party will be entitled to the deposit held in escrow by DelBello Donnellan.
14. At the time and place set for the public auction, and before any proposed bidder shall be entitled to have its bid considered, such proposed bidder must execute such acknowledgements as the Secured Party may require that such proposed bidder has reviewed the form of the Transfer Statement and is prepared to execute such investment letters and other acknowledgements as may be required as part of the Transfer Statement on the part of a successful bidder.
15. The successful bidder will be required to execute a Memorandum of Sale in the form provided below at the time the bid is accepted.
16. If the successful bidder defaults, the Secured Party is authorized to retain the bid deposit. The posting of the bid deposit shall constitute the successful bidder's waiver of any and all right, title and interest in and to the bid deposit, other than as a credit against the successful bid upon payment by the successful bidder of the bid amount in compliance with the terms hereof or the return thereof if the proposed bidder is not the successful bidder.
17. In the event the Secured Party is unable for any reason to consummate the sale of the Collateral to the successful bidder, its sole obligation to the proposed bidder shall be the return of the principal amount of the proposed bidder's deposit, without interest.

Memorandum of Sale

The undersigned has this ____ day of July, 2021, purchased the Collateral described in the annexed Notice of Secured Party Public Auction for the sum of _____
(\$ _____) Dollars and hereby promises and agrees to comply with the foregoing Terms of Sale.

Dated: July __, 2021

Purchaser

Signature

Title (if any)

Address

Telephone Number

Received from _____, the purchaser, the sum of _____
(\$ _____) Dollars, being ten (10%) percent of the amount bid by the Purchaser for the Collateral sold.

Dated: July __, 2021

Escrow Agent

Signature

Title (if any)

Address

Telephone Number

EXHIBIT A

**NOTICE OF SECURED PARTY PUBLIC AUCTION OF
71% OF THE MEMBERSHIP INTERESTS IN
WATERVIEW ACQUISITION I, LLC**

NOTICE IS HEREBY GIVEN that White Plains Health Care Properties, LLC (“Secured Party”) will offer for sale at public auction the following property:

all right, title and interest of Lizer Josefovich (“Josefovich”) as a member in WATERVIEW ACQUISITION I, LLC, as such Collateral is described in that certain Collateral Assignment and Pledge of Membership Interest and Security Agreement, dated August 11, 2017, made by and between Lizer Josefovich and Howard Fensterman, as nominee for White Plains Health Care Properties, LLC, as such agreement may have been further amended or modified from time to time

It is the understanding and belief of the Secured Party, but without any warranty or representation by the Secured Party as to accuracy or completeness that the Collateral consists of 71% of all rights, title and interest of Josefovich as a member in Waterview Acquisition I, LLC.

The public auction will take place on July 1, 2021 starting at 10:00 a.m. Eastern Daylight Time (New York) at the at the law offices of DelBello Donnellan Weingarten Wise & Wiederkehr, LLP, One North Lexington Ave., White Plains, New York 10601, phone: 914-681-0200. All interested prospective purchasers are invited to become Qualified Bidders. Only Qualified Bidders and their duly appointed agents and representatives will be permitted to attend the public auction. The terms of sale may be obtained by contacting the person named below.

Dated: June 10, 2021

Alfred E Donnellan
DelBello Donnellan Weingarten Wise
& Wiederkehr, LLP
One North Lexington Ave.
White Plains, NY 10601
Phone: 914-681-0200
e-mail: aed@ddw-law.com